

Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.14 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.15 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR

1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.18 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security

procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.19 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18,

"Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of

Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.21 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.22 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, task order or technical direction document as appropriate. A Task Order Project Officer or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the task order or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, task order or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, task order or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, task order or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.23 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

1. Jerome Vail, ESAT Program Manager
2. Joseph Naughten, Senior Organic Analytical Chemist (Volatiles)
3. Michael L. Zimmerman, Senior Organic Analytical Chemist (Semi-Volatiles)
4. Calvin Tanaka, Senior Organic Analytical Chemist (Herbicides Pesticides/PCBs)
5. Nicholas G. Kish, Senior Organic Analytical Chemist (Herbicides Pesticides/PCBs)
6. Greg F. Nagle, Senior Inorganic Chemist
7. R. Paul Swift, Senior Field Analytical Chemist
8. Stella V. Sibayan, Senior Organic Data Validation Chemist
9. Margie D. Weiner, Senior Inorganic Data Validation Chemist
10. Julia Rachel Halsne, Senior Quality Assurance Document Reviewer

11. **Jesse Campbell, Laboratory Health and Safety and Environmental Compliance Manager**
12. **Anh Do, Field Scientist (PM2.5)**

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.24 SUBCONTRACTOR IDENTIFICATION

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

<u>Subcontractor</u>	<u>Estimated Amount of</u>
Laboratory Data Consultants, Inc.	<u>Total Potential Subcontract</u>
	\$1,597,256.00

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the

clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

H.25 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEE

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.26 PERFORMANCE OF WORK

The Contractor is prohibited from performing any work under this contract unless a task order signed by the Contracting Officer, containing all of the elements of FAR 16.505(a)(6) has been received.

H.27 EPA REGIONAL CROSSOVER

(a) In the event of the contractor's potential or actual conflict of interest in conducting a specific task order (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contract.

(b) The Contractor agrees to accept task orders for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Minimum and Maximum Amounts." The Government may require the Contractor to perform a regional crossover task order for ESAT in any of the following EPA Regions in the event of a COI or in any other situation in which it is determined by the Contracting Officer to be in the best interest of the Government:

Region I	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont
Region II	New Jersey, New York, Puerto Rico, and Virgin Islands

Region III	Delaware, D.C., Maryland, Pennsylvania, Virginia, West Virginia
Region IV	North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee, and Kentucky
Region V	Illinois, Indiana, Michigan, Minnesota, OH, and Wisconsin
Region VI	Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
Region VII	Iowa, Kansas, Missouri, and Nebraska
Region VIII	Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming
Region IX	Arizona, California, Hawaii, Nevada, American Samoa and Guam
Region X	Alaska, Idaho, Oregon and Washington

H.28 PERFORMANCE OF WORK HAZARDOUS WASTE SITE - CERTIFICATION OF REQUIRED TRAINING

The contractor shall certify to the Project Officer in writing that any of its employees, subcontractors, or consultants performing field work at any hazardous waste site has completed an EPA approved training program (29 CFR 1910.120), in relation to this project, prior to assignment of any such employee, subcontractor, or consultant to field duty.

H.29 SPECIAL REPORTING REQUIREMENT - REGULATORY ASSISTANCE

In the event any task order requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) summarize the substance of their deliberations;
- (d) report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular task order.

(Source of Reporting Requirement: OFPP Letter 92-1, "Inherently Government Functions:", September 23, 1992)

H.30 APPLICATION OF RIGHTS IN DATA -- SPECIAL WORKS CLAUSE

The Rights in Data-Special Works clause (FAR 52.227-17) shall apply to task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular task order. The Rights in Data-Special Works clause (FAR 52.227-17) shall apply to task orders which are included in the examples set forth in FAR 27.405(a) and also to other task orders specifically identified by the Contracting Officer.

H.31 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.32 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999) DEVIATION

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the

Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within fifteen (15) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.33 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

H.34 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.35 CLAUSE APPLICABILITY

The following clauses are applicable to cost-reimbursement type task orders only:

INSURANCE COVERAGE (EP 52.228-100)
 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110)
 STATE AND LOCAL TAXES (EPAAR 1552.229-70)
 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)

H.36 APPROVAL OF TRAINING (HQ-H-99-01)

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement Of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract.

Prior to performing sample preparation, extraction, and analysis, the contractor is required to submit documentation of Demonstrations of Proficiency by analyst and by method, according to Region 9 Laboratory SOPs which are based on NELAC Demonstration of Capability (<http://www.epa.gov/ttn/nelac/standard>.) Prior to the Field Scientist performing the evaluation program audits for the PM2.5 field support, they are required to receive EPA training and certification (<http://www.epa.gov/ttn/amtic/pmqa>).

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 1999	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-9	JAN 1999	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (JAN 1999)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND

52.222-36	JUN 1998	VETERANS OF THE VIETNAM ERA AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-1	APR 1984	PROPERTY RECORDS
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation

of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum contract amount;

(2) Any order for a combination of items in excess of maximum contract

amount;

(3) A series of orders from the same ordering office within the ordering period that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 ORDERING PROCEDURES

(a) Routine Orders: It is anticipated that routine task orders will be issued on a completion form basis. To initiate the process, the Government will forward a copy of the proposed task order statement of work to the Contractor. The Contractor shall acknowledge receipt and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan and cost proposal for accomplishing the task. If necessary, negotiations will be conducted after which a task order will be issued reflecting the negotiated agreement. In the event a negotiated agreement cannot be reached, the Government will issue a unilateral order pursuant to paragraph (c) below.

(b) Urgent Orders: Urgent orders may be issued on a unilateral level-of-effort, term form basis. The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan and cost proposal for accomplishing the assigned tasks within the period specified. Negotiations will be conducted as necessary and a modification prepared for the task order to reflect the negotiated agreement. In the event a negotiated agreement cannot be reached, the Government shall determine the total estimated cost-plus-fixed-fee in accordance with paragraph (c) below.

(c) If the Government and the Contractor cannot reach a negotiated agreement regarding a task order under this contract, the Government has the right to issue a unilateral level-of-effort, cost-plus-fixed-fee type task order. The Government will specify the performance and will designate by labor category the level of effort required. The Government will utilize the task order Independent Government Cost Estimate (IGCE) to establish a total estimated cost-plus-fixed-fee. The Contractor shall be required to perform the stated level of effort for the period of time specified in the task order subject to the Limitation of Funds and Limitation of Costs clauses.

I.8 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services

specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the expiration date of the contract.

I.9 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must

receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of Ten (10) percent [*Contracting Officer insert the percentage*] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do

not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.10 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.12 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in

either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE I (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type;
or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;

- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.15 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;
 or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such

defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.16 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.17 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.18 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one

plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the

Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses

incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable

wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(1) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.19 WARRANTY OF SERVICES (FAR 52.246-20) (APR 1984)

(a) *Definitions.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor forty-five (45) days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.20 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible

following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.21 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/>

[Insert one or more Internet addresses]

I.22 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.23 CLAUSE APPLICABILITY

The following clauses will apply to fixed price task orders issued under this contract:

- 52.228-5 Insurance - Work on a Government Installation
- 52.243-1 Changes (Fixed-Price) Alternate I
- 52.249-2 Termination for Convenience (Fixed-Price)
- 52.249-8 Default (Fixed-Price)
- 52.232-1 Payments

The following clauses will apply only to cost reimbursable task orders issued under this contract:

- 52.216-7 Allowable Cost and Payment
- 52.216-8 Fixed Fee
- 52.222-2 Payment of Overtime Premiums
- 52.232-20 Limitation of Cost
- 52.242-1 Notice of Intent to Disallow Costs
- 52.242-3 Penalties for Unallowable Costs
- 52.242-4 Certification of Final Indirect Costs
- 52.243-2 Changes (Cost-Reimbursable) Alternate I
- 52.244-2 Subcontracts (Cost-Reimbursable)
- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation
- 52.249-6 Termination (Cost Reimbursable)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
1	STATEMENT OF WORK - ESAT, Region 9
2	REPORTS OF WORK
3	GOVERNMENT FURNISHED PROPERTY
4	GOVERNMENT FURNISHED SPACE
5	INVOICE INSTRUCTIONS
6	SITE SPECIFIC INVOICING INSTRUCTIONS
7	ANNUAL ALLOCATION OF NON-SITE SPECIFIC COST
8	SUBCONTRACTING PLAN

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-00-10663 are incorporated into this contract by reference.

ATTACHMENT 1

STATEMENT OF WORK - ESAT, REGION 9

STATEMENT OF WORK

Environmental Services Assistance Team (ESAT)

1. **SCOPE** The purpose of this procurement is to provide technical, analytical and quality assurance (QA) support primarily to the U.S. Environmental Protection Agency (EPA) Superfund Program, other EPA programs, federal and state agencies, and tribal organizations. This contract requires the contractor to perform work in the following task areas:

Task Area I - Analytical Support

Task Area II - Data Review

Task Area III - Analytical Logistical Support

Task Area IV - Quality Assurance/Quality Control (QA/QC) Support

Task Area V - Other Task-Related Activities

In performing this requirement, the contractor will be providing technical, analytical, and quality assurance support to the Office of Solid Waste and Emergency Response's Office of Emergency and Remedial Response to assist with meeting the requirements and objectives of the following laws: The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (1980); The Clean Water Act, 33 U.S.C. §§ 121 et seq. (1977); The Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (1976); The Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. (1974); and the Clean Air Act, 42 U.S.C. §§ 7401 et seq. (1970). This support is also necessary to implement the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP), 40 C.F.R. Part 300.

The Contracting Officer will issue task orders for all work required under this contract in accordance with the terms and conditions of the contract. The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government will make all final determinations and decisions after a critical and close review of the contractor's work product and reasons/basis for the contractor's recommendations. The contractor shall not represent itself as EPA to outside parties. To maintain public trust, contractor employees shall identify themselves as agency contractors, at the onset of any communications with outside parties.

2. **BACKGROUND** At the present time, the Superfund Program relies on the EPA Contract Laboratory Program (CLP) to perform the majority of routine analytical services (RAS), and the Regional EPA Laboratories including the Environmental Services Assistance Team (ESAT) to provide special analytical services (SAS) in support of Agency hazardous waste site projects. The CLP, as administered by the Office of Emergency and Remedial Response (OERR), Analytical Operations/Data Quality Center (AOC), is a network of commercial

laboratories working under fixed-price contracts with the EPA to perform Routine Sample Analyses using standardized analytical methods, quality assurance/quality control procedures, electronic data reporting formats, and electronic data assessment packages.

Because of the need for specialized non-routine analytical services, and the emphasis on quality assurance and quality control (QA/QC), the government is seeking to more fully utilize available resources within Regional facilities by utilizing an Environmental Services Assistance Team to perform analytical, analytical-related, quality assurance and other analytical support functions at the EPA laboratory facilities.

3. TASK DESCRIPTIONS

This section describes the primary task areas within the contract SOW. The government may order work by the team within any of these task areas at any time during the contract performance period with completion required as specified in written task orders (TOs) or technical direction forms (TDFs).

EPA will make available to the contractor all applicable analytical methods, standard operating procedures (SOPs) and work rules, either in hard copy or electronic format. It is the contractor's responsibility to be familiar with all applicable analytical methodologies, SOPs, QA/QC requirements, and EPA laboratory work rules prior to performing any work.

Samples analyzed and/or collected include solids, water, waste water, liquids, soil, sediments, air, wastes, Dense Non-Aqueous Phase Liquids (DNAPL), Non-Aqueous Phase Liquids (NAPL), leachates, and biota matrices. Samples may be from known or suspected hazardous waste sites and may potentially contain hazardous materials at high concentrations. The contractor shall be aware of the potential hazards associated with the handling and analyses of such samples.

TASK AREA I: ANALYTICAL SUPPORT

The contractor shall provide analytical chemistry, biological, field sampling and analytical support to EPA at the Agency's regional laboratory facilities and at specified field locations using mobile laboratory(ies) and/or field based analytical methods.

A. Laboratory Sample Analyses:

The contractor shall analyze environmental samples consisting of a wide variety of media for organic and inorganic chemical contaminants including, but not limited to, pesticides/PCBs,

volatiles, and semivolatile organic compounds; cyanide, metals, nutrients, and other inorganic analytes; and air contaminants. Sample analyses shall include qualitative and/or quantitative analysis, as well as sample preparation, extraction, digestion, distillation, measurement, data reduction and reporting, as applicable.

Specifically the contractor shall:

- Analyze environmental samples for organic chemical compounds employing gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), gas chromatography/high resolution mass spectrometry (GC/HRMS), high pressure liquid chromatography (HPLC), and other techniques. This may include the performance of quantitative and qualitative analysis of tetra through octa dibenzodioxins and dibenzofurans, employing selected ion monitoring (SIM) GC/MS, and other techniques;
- Analyze environmental samples for inorganic chemical elements/compounds employing inductively coupled plasma-atomic emission spectroscopy (ICP/AES) and inductively coupled plasma-mass spectrometry (ICP/MS); flame atomic absorption (AA), graphite furnace (GFAA), and cold vapor AA spectroscopy, ion chromatography, and other wet or physical/chemical techniques;
- Maintain log books and worksheets in accordance with good laboratory practices and Regional policies, and complete all documents and records as required by the analytical methods and SOPs. The contractor shall archive samples, extracts and data in accordance with regional SOPs, various regulated, approved, and/or established methods (e.g., EPA, ASTM), and policies as directed in individual task orders. All electronic data shall be generated and archived in accordance with the protocols outlined by the Agency and each Region as well as any future revisions;
- Manage and track the progress of completion of each analytical project in accordance with regional SOPs and directions contained in the TOs;
- Analyze performance evaluation and other QA-related samples; evaluate instrumentation, scientific software, and methodologies; prepare analytical standards; review, prepare or revise analytical SOPs;
- Track number of samples provided per month.

B. Biological Support:

The contractor shall perform biological testing on hazardous waste, soil, sediments and other media, employing aquatic and sediment toxicity, bioaccumulation, seed germination, microbial, viral and other biological tests. The contractor shall also conduct biological sampling and

perform biological assessments, e.g. biodiversity studies, bioaccumulation studies, biological toxicity testing, specimen preparation and examinations, biological and ecological risk assessments, viral assessments and Microtox testing. Biological assessments may be performed at fixed or mobile facilities. Accordingly, the contractor shall:

- Collect the media and/or organisms for examination and testing. This may require electrofishing for the collection of fish and other techniques for the collection of specimens in support of ecological risk assessments;
- Develop and implement a site work plan detailing required field activities, including sample collection and testing, test organism identification and examination, sample preparation and packaging, chain-of custody requirements, and decontamination procedures;
- Evaluate chemical parameters such as chemical concentrations in various media, total organic carbon, acid volatile sulfides/simultaneously extracted metals, and grain size to better assess results of the toxicity tests and potential for ecological risk. The data required to be evaluated shall be derived from samples obtained in sampling performed under this task or that are split for chemical analysis;
- Perform activities necessary for the culturing and maintenance of biological test organisms to assure an adequate, viable supply of the organisms for biological/microbiological/viral testing at the EPA regional laboratories. The contractor shall obtain new test organisms in order to maintain existing laboratory cultures;
- Perform culturing activities in accordance with established, approved, or regulated methodologies and laboratory SOPs specified in TOs or through TDFs;
- Prepare forms and maintain a laboratory log book for all recordings including QA/QC documentation required by the SOPs;
- Perform routine maintenance and daily calibration of laboratory instruments;
- Perform acute and chronic reference toxicity tests to assure quality test organisms for site specific toxicity testing;
- Repeat any biological tests that do not meet the designated test acceptability requirements set forth in the established, approved, or regulated methodologies and SOPs. If any modifications to the SOPs are required, the contractor shall revise the SOPs and submit the proposed revisions to the contracting officer (CO) for approval.

C. Field Analytical Support:

The contractor shall provide staff to maintain and/or operate one or more mobile analytical laboratories meeting stated government specifications for designated Regions. The mobile laboratory(ies) are detailed to sites throughout each specific Region, as needed to provide Field Analytical Support Program (FASP) activities. FASP analyses usually require quick turn around,

may be performed at designated on-site field locations in the mobile laboratory using stationary analytical instrumentation, or using portable and/or hand-held chemical or physical testing instruments, or at the Regional laboratory.

The contractor shall perform field chemical and physical analyses using portable (e.g., immunoassay test kits, X-ray fluorescence, GC/PID, ion probes) and mobile (transportable) instruments (e.g. GCs, GC/MS, ICP/AES, AA, GFAA, Mercury analyzers, pH meter). The contractor shall design and implement analytical plans that will meet the data quality objectives (DQOs) for a specific field analytical project. The contractor shall provide written recommendations for implementation of the analytical plans designed. The contractor shall perform analytical activities, such as sample preparation, extraction/digestion, clean-up, instrument data acquisition, data verification, electronic data transfers, QC evaluation, and reporting. Specifically, the contractor shall:

- Collect samples and perform other ancillary tasks (e.g. sample preparation, packaging, shipment, transport and documentation preparation) where ESAT is providing support under this or other task areas. The contractor may be required to operate specialized field equipment, (e.g. the Geoprobe; EPA-owned drill rigs, boats, and Global Positioning Systems (GPS); air sampling, monitoring and analysis equipment; and purging pumps used at monitoring wells);
- Mobilize and demobilize equipment for field use, drive the mobile laboratory to and from field sites, set up and obtain utilities and supplies for vehicles, perform routine maintenance and emergency repair of equipment, and general upkeep of all assigned equipment and vehicles. In addition, the contractor shall perform equipment decontamination and glassware cleaning and preparation necessary for the field operation;
- Develop and implement a site work plan detailing required field activities, including sample collection and analysis, sample preparation and packaging, chain-of custody requirements, and decontamination procedures;
- Provide field sampling support that includes:

1. QA/QC sampling and studies at Superfund sites, as well as other sites where EPA is authorized to perform field activities; and/or
2. Sampling associated with field analyses; and/or
3. Sampling and field analysis as described in Section C above; and/or
4. Sampling associated with biological testing and assessment support specified above.

D. Field Warehouse Operations Support:

The contractor shall perform the following activities required for the operation of the field warehouse:

- Receive and log requests for field equipment. Requests shall come from EPA personnel, contractors, and other official users. Prepare equipment request forms; acquire EPA approval to release the equipment; define operational conflicts; supply all necessary paper work and operating instructions; and prepare equipment for pick-up, shipment, or delivery. Clean and return ice chests to the appropriate locations or originators. Keep the equipment storage room and field warehouse area neat and orderly in accordance with appropriate approved SOPs. Inform the task order project officer (TOPO) when expendable supplies have reached the minimum stock levels defined by the TO and require replacement.
- Receive and log-in returned equipment. Evaluate returned items for cleanliness and operational defects. Clean and restock the returned items in accordance with SOPs.
- Maintain/update field equipment usage and readiness records. Equipment usage and status shall be tracked by completing calibration records, log books, equipment check-out forms, and updating databases at a minimum.
- Maintain an Equipment Readiness Schedule which would require periodic calibration and other checks to assure that field equipment is kept in a "ready state" for use. Where equipment is found to be non-functional, the contractor shall appropriately label the equipment and notify the TOPO. The Contractor shall prepare any equipment in need of repair for shipment.
- Prepare SOPs for completing equipment readiness and calibration procedures for use by ESAT personnel as approved by EPA.

- Maintain and update SOPs for each unit or type of equipment.
- Maintain manuals, instructions, and other documents in support of field equipment. This shall include assuring that all applicable supporting documentation is available for the field equipment.

E. Laboratory Support Functions:

The contractor shall perform the following laboratory support functions:

- Routine analytical laboratory instrumentation and/or equipment (including associated computers) set up, preparation, testing, and maintenance activities. This shall also include performing routine maintenance tasks required for proper operation of analytical equipment as described in the instrument operational manual. Instrumentation includes GCs, GC/MS, HPLC, ICP/AES, ICP/MS, GFAA, AA flame, IC, auto-analyzers (e.g., LACHAT, Technicon), pH meters, balances, filtration apparatus, distillation equipment, continuous liquid-liquid extractors, or any other instrumentation which is assigned to ESAT to perform analysis on a routine basis. Such instrumentation shall be identified on a regional basis;
- Set up and maintenance activities necessary to perform the analysis of assigned samples;
- Laboratory glassware washing in accordance with rigid, regional QA/QC requirements specified in TOs and referenced SOPs. The contractor shall complete all washing, drying and preparation activities and place clean glassware in the designated storage areas within time frames that assure an adequate inventory of clean glassware. Glassware cleaning, washing, and soaking procedures may require the handling and/or use of concentrated and/or diluted acids (e.g., hydrochloric acid, sulfuric acid) or bases (e.g., sodium hydroxide, hydrogen peroxide). The use and operation of commercial dishwashers and hot-air ovens may be required;
- General clean up activities including bench tops; instrument tops; and fume hood cleaning to assure that all glassware washing areas, and other areas where the contractor performs work, are maintained in a clean and orderly manner;
- Sample custodial duties, such as:
 1. Accept and log in environmental samples arriving at the regional laboratory.
 2. Enter sample information into an electronic and hardcopy Laboratory Information Management System (LIMS) and generate sample tracking sheets for

distribution to analyst in accordance with TO instructions and SOPs.

3. Consolidate electronic and hardcopy analytical data, for each analytical batch analyzed, into a single electronic and/or hardcopy file.

4. Maintain, update, and track analytical batches scheduled for analyses.

- Perform support activities relating to the disposal of environmental samples in accordance with the sample disposition and disposal SOPs. These activities include the storage of analyzed samples in the appropriate refrigerators, tracking of samples due for disposal, obtaining the reports/results of the analyses for the samples to be disposed, review results to determine type of waste and the appropriate mechanism for disposal, physical transfer of used samples and waste generated by the preparation and analyses of samples to the appropriate containers, completing the information on the sample disposal sheets after sign-off, and notification to the designated EPA personnel that samples are ready for disposal;
- File reports and project folders received from laboratory chemists in the location designated by the TOPO. The contractor shall archive project folders and retrieve files, as necessary;
- Develop and maintain analytical methods and procedures, including laboratory SOPs. The contractor may be required to develop SOPs for new analytical methods, analytes, or matrices, as well as review, evaluate, and revise existing SOPs.
- Perform the following technical support functions:
 1. Testing and evaluation of instrumentation, related software, and analytical procedures and methodologies. The contractor may be required to verify acceptable performance of analytical methods and instrumentation and the adequacy of QA/QC procedures;
 2. In a case where existing Government approved test methods cannot be employed in the analysis of a sample, the Contractor shall prepare a testing plan for the approval of the Government. In performing the analysis, the Contractor shall not deviate from the approved plan without the express consent of the Government. Following the successful completion of the non-routine analysis, the contractor shall deliver a report describing the actual processes used. The report shall discuss the viability of these procedures for performing similar analyses in the future and provide alternative procedures that might be employed taking into account such factors as timeliness, cost, and effectiveness;

3. Analysis of performance evaluation and other QA-related samples in accordance with SOPs; respond to on-site audits.
4. Preparation and shipment of QA/QC samples;
5. Performance of safety related laboratory support tasks, such as checking of bench hood air flow, laboratory eye washes, safety showers and other safety equipment and requirements in accordance with federal, state, and local health and safety requirements.
6. Performance of environmental compliance and pollution prevention tasks in accordance with federal, state, and local requirements (e.g. chemical inventory, solvent recycling, collection and preparation of laboratory generated waste for disposal).

F: Deliverables:

The contractor shall submit the data obtained in performing the activities under this task area, reports necessary to present the data, and other required documents and reports, applicable to the specific task. The deliverables shall be submitted in the format and time frames specified in the TOs and referenced SOPs, for the specific activity.

Deliverables for sample analytical tasks shall include a complete data package with appropriate electronic files which includes any or all analytical and QC documentation as defined by the TO and/or SOP. Revisions to the final data package will be requested through a TDF. The contractor shall make the required changes and resubmit the data package in accordance with the TO/TDF.

Deliverables for other laboratory support functions shall include a report of results with supporting data, draft SOPs and/or analytical methodologies, and/or completed data forms and logs, as applicable to the specific tasks and as detailed in the TOs.

Deliverables for field analytical support and field biological support shall include a site work plan or other documentation of readiness, submitted prior to the initiation of any field activities, as required in the TO. Upon completion, the contractor shall submit a complete data package which includes any or all analytical and QC documentation, including related forms; a site report, detailing the work performed; field notes; and other necessary documentation, in accordance with the TOs and referenced SOPs.

Deliverables for laboratory biological activities shall include a complete report of results with supporting data, in accordance with TOs, referenced methods, and referenced SOPs.

The Agency may periodically request the submission of electronic storage media (e.g., GC, GC/MS) from the contractor for a specific case or period of time in order to accomplish electronic media or data tape audits.

TASK AREA II: DATA REVIEW

The contractor shall perform technical review of organic, inorganic, dioxin, and other analytical data to assess data quality and completeness.

A. Data Validation:

The contractor shall perform data review activities required to validate data from the following sources: CLP, regional laboratory contracts, EPA regional laboratory, potentially responsible parties (PRPs), EPA field contractors, and other sources. This shall include data review for the regional data validation oversight program. The contractor shall not conduct data validation of its own data generated under this contract or from any other of the contractor's own analytical laboratories or subsidiaries.

The contractor shall provide a quality assurance data review of data packages and electronic deliverables (e.g., diskettes, CD-ROM) using the following documents and requirements:

- CLP, Regional data review SOPs, and national and regional Data Validation Functional Guidelines /Guidance (e.g. may include dioxins and explosives);
- Standard CLP Routine Analytical Services (RAS) contract protocols and performance requirements;
- Streamlined or tiered data validation protocols provided by the Agency;
- Individual regional contract laboratory protocols and performance requirements;
- Regional sampling/project plans;
- Regional performance evaluation (PE) program guidance;
- Task order requirements.

The contractor shall examine the package to determine if required data and documentation are present. If information is missing, the contractor shall immediately notify the TOPO, through an interim deliverable listing the information required to complete the data validation.

B: Electronic Data Review/Validation:

The contractor shall perform electronic validation of deliverables (e.g., diskettes, CD ROM) or data packages using/resulting from electronic validation assessment software provided by the EPA, in accordance with the regional SOPs, TO and/or software documentation. The contractor shall follow the procedures described in the software program and SOPs to validate data electronically on organic/inorganic data packages designated for electronic assessment/validation.

Upon completion of an electronic validation, the contractor shall submit the required data validation report (electronic or hard copy) to the TOPO within the time frames specified in TOs. When revisions or corrections are required, data packages will be returned to the contractor with written directions indicating the necessary revisions/corrections in accordance with a TDF. The contractor shall make the necessary revisions/corrections and re-submit the data validation report to the TOPO. The contractor shall update an electronic tracking system if required under the task order. The contractor shall transfer electronic data as specified in the TO.

C: Collection and Tabulation of Data:

The contractor shall produce reports summarizing statistical information concerning data reviews. Typical statistical information covered by such reports shall include numbers of samples for which data were rejected or estimated and numbers of rejections/estimations by fraction (volatiles, semivolatiles, Pesticide/PCBs, dioxins, metals, cyanide, or other parameters).

The contractor shall statistically quantify the reasons for qualification or rejection of data. Typical factors to quantify the data may include surrogates, holding times, calibration, contamination, identification, internal standards, temperature/preservation, % moisture, volatile head space, matrix spike recovery, and duplicates audit.

D: Deliverables:

For all data review tasks, the contractor shall prepare and submit to the TOPO a report, detailing results of the data review.

When revisions or corrections are required, the TOPO will return the data package to the contractor with written instructions through a TDF, indicating the necessary revisions/corrections. The contractor shall make the necessary revisions/corrections and re-submit the data package to the TOPO.

TASK AREA III: ANALYTICAL LOGISTICAL SUPPORT

The contractor shall provide analytical logistical support to field, analytical, quality assurance, and Regional Sample Control Center (RSCC) activities as specified in task orders. The contractor shall:

- Exchange information based on EPA written procedures, with CLP and Non-CLP users;
- Coordinate/facilitate tracking the flow of CLP and other analytical data/documents;
- Manage, track, and maintain sample and QA-related data, chain-of-custody documentation, sample log-in data, and task-related documents;
- Receive and track various sample analyses projections;
- Inventory the Complete Sample Delivery Group File (CSF). (This does not include contacting contract laboratories.);
- Maintain databases (input/output) related to analytical logistics, such as the EPA non-CLP analytical tracking database and the individual Regional LIMS;
- Track, package, and ship samples; return coolers;
- Track requests and analytical information on RAS performed by CLP and other external analytical sources;
- Receive and enter Regional laboratory information into a regional database system (e.g. LIMS) to support sample scheduling and tracking of internal analytical requests, laboratory assignments, sample shipments, and data review logistics;
- Notify field contractors of laboratory assignments;
- Generate and/or distribute chain-of-custody, traffic report forms, electronic field sheets and sample tags. This may include using EPA developed sample tracking software, (e.g., Forms II Lite);
- Distribute data packages to data validators;
- Acquire and track status of samples from receipt of request, sample analysis, data validation and archiving of data. Track status of data packages to include due dates, lateness, data validation reports, missing sample data, PE samples and field QC samples.

- Archive/retrieve analytical and QA-related data. Prepare data packages, reports, and other documents for storage in accordance with EPA requirements and SOPs at EPA facilities which may include EPA acquired off-site facilities. Physically lift, move, and transport boxes of data and/or reports to EPA off-site facilities for data storage/archiving purposes as needed. Prepare boxes for archiving in accordance with regional SOPs.
- Receive and track data, documents, and responses from Regional CLP and non-CLP laboratories. Distribute Regional CLP and non-CLP laboratory data and related documents, electronically when possible.
- Provide computerized drafting support to field sampling and analysis investigations. Process and enter analytical data and its associated location information into a GIS or EMAP environmental system, necessary to display analytical data source maps and tables. Generate source maps using ARCINFO, AUTOCAD, or other commercially available software.

Deliverables and Schedule

The contractor shall prepare and submit reports associated with the above list of tasks as per appropriate regional TO/SOPs. These reports shall include the following:

- Weekly reports indicating data packages processed and status
- Non-CLP tracking reports

TASK AREA IV: QA/QC SUPPORT

A: Preparation and Review of Biological Assessments:

The contractor shall prepare and/or review biological data and assessments, including ecological risk assessments, biodiversity assessments, and endangered species assessments. The contractor shall research and review applicable regulations, guidance documents, data calculations, species-specific reference toxicity values, literature, and database references, as well as statistical analysis of data. Site visits and meetings may be required to obtain the necessary information to complete the required review or assessment.

B: Preparation and Review of QA Project Plans and Sampling and Analysis Plans:

The contractor shall review QA project and/or sampling and analysis and other work plans, and related documents, and provide technical comments to EPA. The contractor shall prepare QA project and/or sampling and analysis plans for EPA, other governmental, and ESAT conducted projects only, but not for other contractor's projects.

The contractor shall select alternate study designs, develop hypothesis testing and uncertainty analysis, and perform data assessment from both a graphical and statistical standpoint. The statistical support shall include various techniques such as geostatistics, kriging and the design and analysis of spatial and temporal sampling, and modeling development from multivariates. The support must be consistent with how EPA is implementing their QA program from a data collection standpoint as referenced in the following documents: EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; EPA QA/G-9: Guidance for the Data Quality Assessment: Practical Methods for Data Analysis; and EPA QA/G-4HW: Guidance for the Data Quality Objectives Process for Hazardous Waste Sites.

C: Develop and/or Review Analytical Methodologies:

The contractor shall provide technical support in the development and/or review of analytical methodologies, SOPs, and protocols, including technical specifications for new or non-CLP methods, and related QA activities. This shall require that the contractor perform research on specified topics, including search of literature in pertinent technical journals and publications, obtain information from the scientific communities, and access and download information on the Internet. The contractor shall provide a report of its research, addressing all specified issues and presenting comments regarding the applicable analytical methods.

D: Review, Preparation, and Revision of Other Analytical and QA-Related Documents:

The contractor shall provide technical support to EPA in the review, development, and/or revision of QA-related documents as specified in TOs. These documents may include SOPs, procedural documents, scopes of work, operating guidelines, analytical summaries and tables, functional guidelines, and data validation manuals. The contractor shall conduct scientific and technical review on EPA SOPs, manuscripts, data compilations, review articles, technical papers prepared for journal publication, and scientific/technical products.

E: Other QA Support:

The contractor shall provide the following other QA-related support:

1. Preparation and tracking of QC audit samples;
2. Evaluation of specialized computer systems to be utilized to perform or support task-related activities, such as loading existing analytical data into EPA supplied software and generating reports or conducting electronic data assessments/validation;
3. Development and assessment of specialized sampling procedures at hazardous waste sites, e.g. in cases where established procedures are inadequate for the prescribed/indicated analytical protocol; and
4. Review and assessment of field screening and fixed laboratory confirmational data and split sampling data to determine data comparability.

F. Data Validation Review

The contractor shall perform data review for the regional data validation oversight program. The TOPO will assign cases for review and specify the scope of review through TDFs. The contractor shall review the information in accordance with the SOPs and guidance referenced above to determine if the data validation report and accompanying documents are in accordance with the appropriate SOPs and guidance.

G. Technical Support to EPA for laboratory/Field Review

The contractor shall provide technical support to the EPA in the review of CLP, non-CLP, PRP, and state laboratory performance in the analysis of samples for EPA environmental programs and in the review of PRP, state, and field contractor performance of field sampling/analytical activities. This technical support may require the contractor to review and track applicable documents and electronic media to determine if laboratory and/or field activities have been performed in accordance with EPA-approved requirements and specifications. The contractor may be required to provide on-site technical support to EPA at designated laboratories or sites, if approved in advance by the CO.

H. Deliverables:

The contractor shall submit to the applicable TOPO and project officer (PO) documents prepared and a complete report of its review of documents and data performed under this Task

Area, in the format specified. This may require the submission of electronic deliverables, data tables, notes of meetings and site visits, and research materials and/or references. The contractor may be required to summarize document revisions. At times, multiple copies of documents/deliverables may be required. The contractor shall revise and resubmit documents in accordance with EPA requirements specified in TDFs. The contractor shall comply with the requirements of the clause, SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE, when preparing deliverables for this task.

TASK AREA V: OTHER TASK-RELATED ACTIVITIES

The contractor shall perform the following activities which are necessary to support EPA QA and analytical-related programs, consistent with this contract SOW:

A. Attendance at Specialized Technical Training:

The contractor shall attend EPA-specific training required to perform work under this contract SOW. This may include training in EPA-specific computer systems and software, LIMS and regional LAN systems and EPA-specific SOPs, protocols, and methodologies.

Contractor employees may be required to obtain EPA certification of proficiency prior to performing any work, for which EPA deems that such certification is necessary.

B. QA and Analytical Training:

The contractor shall provide training to EPA, states, other governmental agencies, and their contractors in clearly defined, task-related areas, such as training in data review protocols, electronic data validation procedures, and QA guidance and processes. The contractor shall develop and prepare training materials for the approval by the TOPO, PO, or QA officer.

The contractor shall provide training to EPA personnel only for the purpose of transferring knowledge of a specific analytical or QA technique or technology obtained in the performance of work under this contract.

C. Attendance at Conferences and Meetings:

The contractor shall attend conferences or meetings in order to support specific tasks included in the SOW. This shall include activities such as attendance at a conference to give a technical presentation and attendance at meetings to obtain information necessary to perform tasks included in the SOW or to present information obtained in performing a task-related function.

D. Implementation of Team Quality Assurance Program:

The contractor shall implement a quality assurance program in accordance with its Quality Management Plan (QMP) and TO-specific Quality Assurance Project Plans (QAPPs) for each Region served by the contractor. The contractor shall submit a QMP to the PO, for review and approval by the PO and the Quality Assurance Manager. The QMP shall describe the contractor's organizational quality management policies, processes, roles and responsibilities, and be developed according to "EPA Requirements for Quality Management Plans" (EPA QA/R2). For TOs which involve the generation of environmental data, the contractor shall submit to the PO a QAPP as required by the TO. The QAPP shall be developed according to "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5). The contractor shall incorporate in the QMP and QAPP any changes required for EPA approval. The contractor shall annually review and if necessary update the QMP to reflect any changes and provide a copy to the PO for approval. EPA quality assurance guidance documents are located at http://es.epa.gov/ncercqa/qa/qa_docs.html.

4. GENERAL REQUIREMENTS

The contractor shall comply with all EPA policies and Standard Operating Procedures (SOPs) including adherence to Regional Quality Management Plans (RQMPs), QA/QC Project Plans (QAPPs), Sampling and Analysis plans (SAPs), chain-of-custody requirements, laboratory SOPs, data validation requirements, environmental compliance and health and safety requirements. The contractor shall comply with EPA Order 5360.1 CHG 1, and all future revisions, *Policy and Program Requirements for the Mandatory Agency-wide Quality System*, which provides requirements for the conduct of quality management practices, including quality assurance (QA) and quality control (QC), for all environmental data collection and environmental technology programs performed by or for EPA.

The contractor shall develop SOPs to ensure that all information is handled in a confidential manner. These SOPs shall be provided for EPA review, comment, and approval. All SOPs developed under this contract become property of the Agency. All SOPs required in the performance of this contract shall be approved by the Contracting Officer.

The contractor is ultimately responsible for complying with all Federal, state, and local governmental work rules and regulations.

The contractor may be required to transmit and receive certain information from various EPA programs and contractor organizations, such as: the Contract Laboratory Analytical Services Support (CLASS); Sample Management Office (SMO); the Quality Assurance Technical Support (QATS); the organizations providing sample and data management; and quality assurance support to the Analytical Operation/Data Quality Center (AOC) and Contract Management Center (CMC); and Regional field sampling/analytical contractors. Contractor interaction with these activities will be determined by the Project Officer (PO) or Contracting Officer (CO) in Task orders. Such interaction is for the purpose of communicating information only and does not include providing direction to or receiving direction from other EPA offices or contractors.

Computer and computerized word processing systems provided by and used by the contractor in performance of this contract shall be compatible with EPA systems. Electronic deliverables shall be in a format compatible with the formats in place at the EPA region requesting the deliverable.

ESAT ACRONYMS

AA - Atomic Absorption
AOC – Analytical Operations/Data Quality Center
CLASS - Contract Laboratory Analytical Services Support
CLP - Contract Laboratory Program
CMC - Contract Management Center
CO - Contracting Officer
CSF - Complete Sample Delivery Group File
DNAPL - Dense Non-Aqueous Phase Liquids
DQO - Data Quality Objectives
EPA - U.S. Environmental Protection Agency
ESAT - Environmental Services Assistance Team
FASP - Field Analytical Support Program
GFAA - Graphite Furnace Atomic Absorption
GPS - Global Positioning Systems
HPLC - High Pressure Liquid Chromatography
ICP/AES - Inductively Coupled Plasma - Atomic Emission Spectrometry
ICP/MS - Inductively Coupled Plasma - Mass Spectrometry
GC - Gas Chromatography
GC/HRMS - Gas Chromatography/High Resolution Mass Spectrometry
GC/MS - Gas Chromatography/Mass Spectrometry
LIMS - Laboratory Information Management System
NAPL - Non-Aqueous Phase Liquids
OERR - Office of Emergency and Remedial Response
PE - Performance Evaluation
PO - Project Officer
PRP - Potentially Responsible Party
QA - Quality Assurance
QAPP - Quality Assurance Project Plans
QA/QC - Quality Assurance/Quality Control
QATS - Quality Assurance Technical Support
QMP - Quality Management Plan
RAS - Routine Analytical Services
RQMP - Regional Quality Management Plans
RSCC - Regional Sample Control Center
SAP - Sampling and Analysis Plans

SAS - Special Analytical Services
SIM - Selected Ion Monitoring
SMO - Sample Management Office
SOP - Standard Operating Procedure
TDF - Technical Direction Form
TO - Task Order

ATTACHMENT 2

REPORTS OF WORK

REPORTING REQUIREMENTS

The following reports shall be prepared by the contractor and distributed to the designated recipients in accordance with each specified requirement. Times are specified in calendar periods. Reports submitted under this contract shall cite the contract number in addition to identifying the Environmental Protection Agency (EPA) as the sponsoring agency.

A. Monthly Technical Progress Reports:

The contractor shall submit a monthly technical progress report for the ESAT work team operations to the Project Officer and the Contracting Officer within seven (7) days after the end of each calendar month.

The monthly progress report shall provide status of contractor work shall be organized by task area within each Task Order (TO). Discrete batches of work within each TO, (including both work defined by technical direction (TDF) and general work areas under the TO shall be tracked within each TO by TDF number and TO work area. For each TO, the report shall delineate TO activities completed during the month. Activities shall be referenced by TO and the TO's discrete individual activity number. The report shall include a listing of all staff who worked on the contract, and the number of hours worked by key personnel by individual. The status of the activities shall be indicated, including: Whether the activity is new, in-process or completed; if completed, was the required delivery date met; and, how many hours were expended in the activity. The report shall include a discussion of problems relating to any task area or specific TO activity, the impact on performance and/or delivery, corrective action taken and resolution.

The monthly report format (both progress and financial reports) shall be designed by the contractor and the first report submitted to the Project Officer within fifteen (15) days after the end of the first contract calendar month period. The Project Officer will notify the contractor of any changes needed after delivery of the first report and issue approval of the report format. Once approved by the EPA, this format shall be followed monthly. Any deviations/changes shall be approved by the Project Officer.

B. Monthly Financial Reports:

The contractor shall submit a monthly financial report for the ESAT work team to the Project Officer and Contracting Officer within seven (7) days after the end of each calendar month. The monthly financial report shall be submitted concurrently with and integrated with the monthly Technical Progress Report, and shall contain the following information from ESAT work team operations:

a. Identification and narrative: Contractor's name, subcontractor's name (if applicable), EPA contract number, region, date and reporting month. Narrative shall describe any unusual or unforeseen costs incurred during the reporting period and shall discuss the status of costs incurred and hours utilized versus budget and hour projections, both in a cumulative manner and specific to the reporting period.

b. For each TO, broken out by task area and discrete individual

activity number and summarized for all TO's - actual technical hours and non-technical hours worked as well as actual labor costs incurred during the reporting month. For completion type TO's this information will be used for gathering historical data. Note: Non-technical hours, such as Clerical and Corporate assistance shall be broken out and reported separately.

c. For each TO (broken out by task area) and summarized for all TO's, funds expended for other direct charges (ODC's) during the reporting month, reported by item. All charges shall be reported by type (reproduction, lab supplies, office supplied, etc.), and by description (vendor, individual traveler, etc.). At the Project Officer's request, copies of vendor invoices for all purchases of supplies and equipment for all charges shall be provided.

d. Cumulative hours worked and labor costs, reported by task order, labor category and task area, expended from the effective date of the contract through the last day for the reporting period. Non-LOE hours are to broken out and summarized separately.

e. Cumulative funds expended for other direct costs, by TO (broken out by task area), from the effective date of the contract through the last day of the reporting period.

f. Cumulative funds expended from the effective date of the contract through the last day of the reporting period. Include a cumulative incurred costs per direct labor hour average computation and compare the result to the cumulative average costs per direct labor hour derived from the estimated cost of the contract.

g. Estimated costs and direct labor hours to be expended during the next reporting period.

h. Estimated travel costs/destination to be expended during the next two reporting periods. Estimated travel costs/destination incurred but not yet invoiced to EPA. Actual travel costs/destination billed to the EPA for the reporting period by TO. Indicate if charges are complete. Identify any costs incurred but not yet invoiced, and when outstanding charges will be billed to the EPA.

i. Comparison of costs incurred and direct labor hours utilized to contractor's budget projections for task order completion.

j. Funded balance remaining by task order as well as contract ceiling.

k. The number hours expended for each individual separately numbered batch of analyses shall be divided by the number of analyses in the batch and reported as labor hours/analysis for work completed during the month on each task order.

l. The fully burdened hourly rates shall be factored into the calculations for (j.) above and labor cost/analyses shall be computed and reported for each batch of analyses completed during the reporting period.

C. Monthly Program-Specific and Site-Specific Cost Accounting Reports:

The contractor shall be responsible for maintaining records and reporting all contract costs by EPA Superfund Program accounting numbers, specifically by site and TO. Site-specific accounting shall be done in accordance with the requirements set forth in the contract. Site-specific or other accounting numbers will be on the task order documents or supplied with discrete individual activity numbers. These financial reports shall be submitted on a monthly basis concurrently with the invoice for financial reimbursement. Site-Specific reports are to be submitted on standard letter size paper.

The contractor shall be responsible for maintaining records and reporting all contract costs incurred by EPA Program. Program specific accounting shall be broken down by number of active task orders, current and cumulative labor hours, current and cumulative labor costs, other direct costs and total costs. In addition to the monthly site-specific accounting report, the contractor shall provide a semi-annual summary spreadsheet, sorted by site, then by task order, of each Superfund site specific TDF completed and the cumulative cost of each. This report is used by the Project Officer to respond to information requests by the Regional Superfund Cost Recovery unit which assembles cost recovery packages.

D. Quality Assurance Plans:

The contractor shall submit a Quality Management Plan (QMP) with its initial proposal. If revision is required, the contractor shall submit a revised QMP within 14 days of receipt of comments (after contract award), for approval by the Project Officer and the Regional Quality Assurance Manager. The contractor shall annually review and if necessary update the QMP to reflect any changes, and provide a copy of the revised document to the Project Officer for approval.

For TOs which involve the generation of environmental data, the contractor shall submit to the Project Officer a Quality Assurance Project Plan (QAPP), if required by the TO. The QAPP shall be developed according to EPA Requirements for Quality Assurance Project Plans (EPA QA/R-5). The contractor shall incorporate into the QAPP any changes required for EPA approval.

The contractor shall deliver quality assurance reports to the Project Officer in accordance with the provisions of its QMP and QAPPs, and as requested in TOs.

E. Technical Reports:

Documents/reports required in the performance of contract activities shall be submitted by the contractor as designated in EPA issued task orders.

F. Health and Safety Plans:

The contractor shall prepare a Health and Safety Plan which complies with Regional, State and Federal requirements. A copy of the Health and Safety Plan shall be submitted to the Project Officer within sixty (60) days following contract award. If revisions are necessary during contract performance a copy of the revised Health and Safety Plan shall be provided to the Project Officer within thirty (30) days of implementation.

All hazardous site related activities conducted in the field at Superfund or other sites (including field analyses such as with a FASP unit) shall require a separate site specific Health and Safety Plan. Copies of the contractor site specific Health & Safety Plans shall be submitted to the Project Officer as specified in individual task orders.

Health and Safety Plans shall be prepared in accordance with all applicable Federal, State, and local laws and regulations and shall be consistent with EPA Regional policies. Relevant policies include SARA Section 126, HAZWOPER (29CFR 1910.120), applicable provisions of the OSHA Act of 1970, and state occupational health and safety laws.

G. Property Reports:

Property Reports shall be prepared as specified in Section G of the contract.

H. Other Reports:

Other reports not specifically identified in this attachment may be required as specified in individual task orders issued under the contract.

Report Distribution Addresses:

- (1) Project Officer
- (2) Administrative Contracting Officer
- (3) Task Order Project Officer

All reports shall be delivered to the Project Officer. Copies of all reports shall be delivered to the Contracting Officer. Task Order specific reports shall be delivered as specified in the task order. Electronic versions of reports shall be provided upon request.

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

GOVERNMENT-FURNISHED PROPERTY

The equipment shown in Table 1 below is for the exclusive use of the contractor during the contract period. The contractor is required to maintain the property in good working order.

Other laboratory equipment, laboratory supplies, including reagents, chemicals, etc., and office supplies shall be provided by EPA for all tasks except field mobile laboratory activities (FASP.) Analytical instrumentation parts and supplies (e.g., glassware, reagents, chemicals, computer paper, etc.) used exclusively by the contractor in support of the FASP activity shall be purchased under the contract. Equipment and accessories which are shared with EPA personnel are shown in Table 2, although some property as indicated is used almost exclusively by the contractor.

The contractor shall provide its employees with all necessary personal protective equipment and supplies, including respirators, personal monitors, and protective eyewear and clothing (except lab coats.)

Computer hardware and software and related equipment and supplies which are compatible with the Regional systems shall be provided by the contractor.

TABLE 1

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT FOR CONTRACTOR EXCLUSIVE USE

FIELD MOBILE LABORATORY (FASP)

ITEM #	QTY	DESCRIPTION	DATE ACQUIRED	MFR	Model #	MFR SERIAL #
1	1	Electronic Balance	5/6/93	Sartorius	1402MP8-1	340722
2	1	Sonicator	5/6/93	Heat Systems-Ultrasonics, Inc.	W-375	G7285
3	1	Econoline Van, White EPA#799	9/1/94	Ford	E350	1FTHS34M8JBH47441
4	1	Econoline Van, Blue EPA#226		Ford	E350	1FDKE37H2LHA64159
5	1	HP 5890 Gas Chromatograph	5/6/93	Hewlett Packard	5890A	2518A05382
6	1	HP 5890 Gas Chromatograph	5/6/93	Hewlett Packard	5890	2518A05389
7	1	HP 3392A Integrator	5/6/93	Hewlett Packard	3392A	2519A00486
8	1	GC Flow Module	5/6/93	Hewlett Packard	5890	
9	1	GC Flow Module	5/6/93	Hewlett Packard	5890	
10	1	GC Flow Module	5/6/93	Hewlett Packard	5890	
11	1	HP 3392A Integrator	5/6/93	Hewlett Packard	3392A	2519A06589
12	1	HP 7673A Controller	5/6/93	Hewlett Packard	7673A	2510A00495
13	1	HP 3392A Integrator	5/6/93	Hewlett Packard	3392A	2519A07083
14	1	GC Flow Module	5/6/93	Hewlett Packard	5890	
15	1	Regulator, 2 Stage SST	5/6/93	Victor	ZTS4500	4462900
16	1	Regulator, 2 Stage SST	5/6/93	Victor	SST	4452834
17	1	Regulator, Zero Air	7/29/87	Alphagaz		1000B50-1522
18	1	Regulator	8/15/87	Airco	8069403	

ITEM #	QTY	DESCRIPTION	DATE ACQUIRED	MFR	Model #	MFR SERIAL #
19	1	Oven	10/31/91	Tempcon	H2620-10	1187-0365
20	1	Purge and Trap System	5/25/98	Tekmar	LSC2000	89129010
21	1	Vacuum Oven	10/31/91	NAPCO	5831	1187M05480-58
22	1	pH Meter	10/31/91	Orion	SA720	SK139A
23	1	Centrifuge	10/31/91	Clay Ada	11	199070
24	1	Base Lab Support Facility	9/1/88	SEE	HLT06	Seemlt-777
25	1	Regulator	10/31/91	Veriflo	DIR601B46	591608
26	1	Regulator	10/31/91	Veriflo	DIR601B46	591608
27	1	Vehicle, Mobile Lab Support Trailer	2/2/90	Ford/SEE	LN7000	1FDXR72P5KVA38266
28	1	Regulator	10/31/91	Veriflo	DIR601B46	591608
29	1	Regulator	10/31/91	Veriflo	DIR601B46	591608
30	1	Regulator	10/31/91	Veriflo	DIR601B46	591608
31	1	Block Heater	10/31/91	American Scientific	H2025-1A	1007-205
32	1	Spectrophysics Integrator	unknown	Spectrophysics	SP4290	98/10881
33	1	PC Interface Unit	10/10/88	Nelson	960	8217910596
34	1	PC Interface Unit	10/10/88	Nelson	960	8217910620
35	1	PC Interface Unit	10/10/88	Nelson	960	8217910617
36	1	Stirrer	5/6/93	Thermolyne	546725	46700946
37	1	Drying Oven	5/6/93	Cole-Palmer	5015-58	6044-92
38	1	Mettler Electronic Balance	9/11/95	Mettler	PB1502	1114043473
39	1	Tekmar 2016 Autosampler	9/11/95	TEKMAR	2016	93274004
40	1	Tekmar Autosampler Heater	9/11/95	TEKMAR	2016	93235001
41	1	Tekmar 3000 Purge & Trap Concentrator	9/11/95	TEKMAR	3000	94252004

ITEM #	QTY	DESCRIPTION	DATE ACQUIRED	MFR	Model #	MFR SERIAL #
42	1	PE Nelson 900 Series Interface	9/11/95	Perkin-Elmer/NE	970A	42692671957
43	1	PE Nelson 900 Series Interface	9/11/95	Perkin-Elmer/NE	970A	42692671958
44	1	Swan Computer w/Monitor, Keyboard, & Mouse	9/11/95	SWAN	LB94506	0117639
45	1	Labline Oven	9/11/95	Labline	3510	384-150
46	1	Vortex	9/11/95	Fisher Scientific	231	90800742
47	1	Centrifuge	9/11/95	IEC		42831343
48	1	Swan Computer	9/11/95	Swan	LB4506	0117636
49	1	HP Laser Jet 4 Printer	9/11/95	Hewlett Packard	C2378	JPGK126771
50	1	Perkin-Elmer 508 Mercury Analyzer System	9/11/95	Perkin-Elmer	C050-0005	N250
51	1	Extractor	10/17/97	Dionex	ASE2000	97060633
52	1	GC/MS	10/17/97	Hewlett Packard	HP6890/5973	US00010155 (GC) US72021014 (MS)
53	1	Purge/Trap Concentrator	10/17/97	Hewlett Packard	G1900A	US73010718
54	1	Purge/Trap Autosampler	10/17/97	Hewlett Packard	G1904A	US72820358
55	1	Pocket Heater Modules	10/17/97	Hewlett Packard	G1906A	US72930197
56	1	GC/MS including: GC/MS Computer X Computer Monitor X Computer Printer	1/21/97	Hewlett Packard	6890/5973 VectraXm UVGA1280 LaserJet 5	US63810222 USHB067257 KR63145570
57	1	Autosampler including: Precept II Autosampler Cooling Bath	12/13/96	TekmarDohrmann	2055	96253010 TO93096-2650-02

TABLE 1 (Continued)

Current Residential Inventory

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT FOR CONTRACTOR EXCLUSIVE USE

PM2.5 PEP EQUIPMENT							
ITEM NO.	QTY	ID/TAG NO.	DESCRIPTION	MANUFACTURER	MODEL	SERIAL NO	DATE ACQ'D
1	1	967783	Portable FRM PM2.5 sampler, carrying case, 3 impactor wells, 4 cassettes	BGI	PQ200	187	12/98
2	1	967784	Portable FRM PM2.5 sampler, carrying case, 3 impactor wells, 4 cassettes	BGI	PQ200	188	12/98
3	1	967785	Portable FRM PM2.5 sampler, carrying case, 3 impactor wells, 4 cassettes	BGI	PQ200	190	12/98
4	1	R9PM002	Datatrans to download data	BGI	DC201	None	12/98
5	1	R9PM003	Flow Check Device (NIST Traceable)	Chinook Streamline FTS Dwyer series Mark III	475-D	981016	12/98
6	1	R9PM004	Flow Check Device (NIST Traceable)	Chinook Streamline FTS Dwyer series Mark III	475-D	981135	12/98
7	1	R9PM005	Barometric pressure multipoint verification/calibration device (NIST-traceable)	Meri-cal	LP200	D0710M08	12/98
8	1		Portable barometric pressure verification device (NIST-traceable)	DPI Absolute (Druck)	DPI 705		7/99

9	1		Flow multipoint verification/calibration device (NIST-traceable)	BIOS		1009	12/99
10	1	R9PM006	Temperature verification/calibration standard (NIST traceable) with probe	VWR	61220-60 1	Inst:325957 Probe: 98197108	12/98
11	1	R9PM007	Temperature verification/calibration standard (NIST traceable) with probe	VWR	61220-60 1	Inst: 325958 Probe: 9817043	12/98
12	1	R9PM008	Laptop computer with PQ200A job control software)	Toshiba	Latitude	Y8250078A	2/99

TABLE 1 (Continued)

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT FOR CONTRACTOR EXCLUSIVE USE

ITEM NO.	QTY	DESCRIPTION	Supplies & Expendables		MANUFACTURE R	MODEL	DATE ACQ'D	COST
1	1	Transport cases for loose equipment/consumables			Forestry Suppliers	Collapsible crate	12/98	
2	1	Back pack frame for carrying samplers			Forestry Suppliers	Camp Trails Fr	12/98	70
3	7	Filter Transport Coolers (6 quart)			Forestry Suppliers	Rubbermaid 6 pk	12/98	
4	8	min/max thermometer			Daigger/AX24081 B	Sentry	12/98	
5		Spare O-rings for the portable FRM sampler					12/98	
6		Spare in-line filters						
7		Magnetic compass to determine site orientation			Forestry Suppliers	Suunto Partner II	12/98	
8		Tape Measure (metric)			Forestry Suppliers	Lufkin/W 9210ME	12/98	
9		Bubble level for checking the portable FRM sampler			Mayes(torpedo)	10198	12/98	
10		Clipboard (8x14")			Forestry Suppliers	Cruiser mate	12/98	
11		rope for hoisting equipment					12/98	
12		Flashlight					12/98	
13		Heavy duty extension cord, 25 ft, multi-outlet			Unicor	Style 9 Class2 Series2	12/98	
14		Heavy duty extension cord, 12 ft, multi-outlet			Unicor	Style 9 Class2 Series2	12/98	
15		Tire Chains			Glacier Chains		4/99	\$48
16		Tool box with basic tools					12/98	128
17		cold packs (ice substitutes) 36/box					12/98	
18		Field notebook(s)					12/98	
19		Grip Binders (for COC Forms)			Office Depot	Presstex	12/98	
20		Archive file folders					12/98	
21		Data Diskettes				BASE 2HD	12/98	
22		Silicone grease for O-rings (Vacuum Grease)			Daigger		12/98	
23		Mechanical Pencils			Skilcraft	9mm	12/98	

24	Markers (indelible)	Sharpees	Ultrafine	12/98	
25	Low-lint laboratory wipes for cleaning WINS and other sampling equipment	Daigger	Kay-Pees Disposable paper towels	12/98	
26	Large locking plastic bag for cleanup of debris, wipes, etc				
27	Soft brush			12/98	
28	Safety pins (for removing O-rings)			12/98	
29	Lint-free cotton-tipped swabs			12/98	
30	alcohol wipes			12/98	
31	spray bottle			12/98	

TABLE 2

GOVERNMENT-FURNISHED PROPERTY/EQUIPMENT FOR SHARED USE

Region 9 Laboratory Equipment for Contractor Use

Room	Item	Model(s)
201	Purge and Trap GC/MS/DS	HP 6890 GC
		Varian Archon autosampler
		HP G1900-60500 concentrator
		HP 5973 MSD
		HP ChemStation DS
201	Purge and Trap GC/MS/DS	HP 5890 GC
		Finnegan Incos 50 MS
		Tekmar 2016 autosampler
		Tekmar 2000 concentrator
		Los Gatos Circuits Galaxy 5000 DS
201	Purge and Trap GC/MS/DS	HP 6890 GC
		HP 5973 MSD
		OI DPM-16 autosampler
		OI 4560 concentrator
		HP ChemStation DS
203	Purge and Trap GC/MS/DS	HP 6890 GC
		Varian Archon autosampler
		HP G1900-60500 concentrator
		HP 5973 MSD

			HP ChemStation DS	
203		Cryogenic Concentrator GC/MS/DS	HP 5890 GC	
			HP 5972 MSD	
			Entec 7000 cryogenic concentrator	
			Entec autosampler	
			HP ChemStation DS	
205		Bandsaw	Hobart	
205		Meat Grinder	Hobart	
205		Sample Homogenizer	Buchi	
207		Ion Chromatograph	Dionex DX-120	
207		Ion Chromatograph	Dionex DX-600	
207		Flow Injection Autoanalyzer	Lachat Quickchem AE	
300		Graphite Furnace AA	Perkin Elmer 5100	
300		Cold Vapor AA	Cetac M-6000A	
301		ICP/MS	Fisons Genesis	
302		Microwave Digestion Unit	CEM MDS 2100	
302		Cold Vapor AA	Leeman PS-200	
302		Direct Mercury Analyzer	Milestone DMA-80	
303		ICP/AES	TJA 61E	
304		Total Organic Carbon Analyzer	Dohrman DC-190	
400		Purge and Trap GC/PID/FID	HP 5890 GC	
			OI DPM-16 autosampler	
			OI 4560 concentrator	
			HP ChemStation DS	

400	GC/dual ECDs	HP 5890 GC
		HP ChemStation DS
400	GC/dual FPDs	HP 5890
		HP ChemStation DS
400	GC/FID	HP 5890 GC
		HP ChemStation DS
400	GC/dual ECDs (3 essential similar systems)	HP 6890 GC
		HP ChemStation DS
402	GC/MS/DS	HP 5890 GC
		HP 5972 MSD
		HP ChemStation DS
402	GC/MS/DS	HP 6890 GC
		HP 5973 MSD
		HP ChemStation DS
402	Solvent Purification Stills (2)	B/R Instruments
404	Pressurized Fluid Extractor (2)	Dionex ASE-2000
404	GPC Sample Cleanup (2)	ABC Autovap AS-2000
406	K-D Solvent Evap (2)	Organomation S-Evap
406	N2 Sample Extract Blow Down (2)	Organomation N-Evap
Various	Analytical Balances, Precision Pipetters	Various
Various	Hot Plates, Digestion Blocks, Heating Mantles, Stirrers, Shakers, Ovens, Refrigerators, Freezers, Chillers, Glassware, Sieves, etc.	Various

Various	Meters (conductivity, pH)	Various